

**AGREEMENT TO ESTABLISH
THAIDENE NENE INDIGENOUS PROTECTED AREA,
TERRITORIAL PROTECTED AREA, AND WILDLIFE CONSERVATION
AREA**

BETWEEN

LUTSEL K'E DENE FIRST NATION

AND

**THE GOVERNMENT OF
NORTHWEST TERRITORIES**

**AS REPRESENTED BY THE
MINISTER OF ENVIRONMENT AND NATURAL RESOURCES
("NORTHWEST TERRITORIES")**

PREAMBLE

WHEREAS Thaidene Nënë is the heart of the homeland of the Łutsël K'e Denesøline, and an integral part of Łutsël K'e Denesøline way of life;

WHEREAS the Crown entered into a treaty with the ancestors of the Łutsël K'e Denesøline at Deninu K'ue in 1900;

WHEREAS Section 35(1) of the *Constitution Act, 1982* states that “the existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed”;

WHEREAS the Łutsël K'e Dene First Nation and the Government of the Northwest Territories are committed to reconciliation and a renewed government-to-government relationship that recognizes the ongoing presence and inherent right of self-government of the Łutsël K'e Denesøline;

WHEREAS Łutsël K'e Dene First Nation, on behalf of the Łutsël K'e Denesøline, and the Government of the Northwest Territories (the “Parties”):

have a common desire that Thaidene Nënë be regarded with the highest degree of respect and be protected and managed for present and future generations of Łutsël K'e Denesøline, residents of the Northwest Territories and all Canadians;

recognize that sharing responsibility for the management and operation of Thaidene Nënë, through the cooperation of the Parties to this Agreement, is mutually beneficial for the Government of the Northwest Territories and Łutsël K'e Denesøline, and is a tremendous opportunity to protect and present Thaidene Nënë so as to maintain its ecological integrity and the Denesøline way of life.

WHEREAS the Parties share the following vision:

Thaidene Nënë is the homeland of the people whose ancestors here laid down the sacred, ethical and practical foundations of their way of life. This land has nurtured and inspired countless generations whose prosperity continues to be ensured by a deep intimacy between the people and the land. For the well-being of future generations, this way of life needs to be exercised, nurtured, and passed on.

The living connection between land and people, between water and land, between forest and barrens makes Thaidene Nënë a national treasure of Canada. Carrying these connections into the future, the ecological integrity and the Denesøline way of life of Thaidene Nënë will be a living legacy for all, where the Łutsël K'e Dene First Nation and the Government of the Northwest Territories will welcome the world.

AND THEREFORE, in recognition of their shared vision and evolving relationship with respect to the care, protection and enjoyment of Thaidene Nënë, the Parties agree to cooperate in the planning, operation and management of Thaidene Nënë as further described below:

1. DEFINITIONS

1.1.1. In this Agreement:

“Access Corridors” means any transportation, power transmission or other infrastructure corridor through Thaidene Nënë, except as may be required for the operation and management of Thaidene Nënë;

“Affirmative Action Policy” means the policy of the Government of the Northwest Territories that offers priority hiring to candidates belonging to eligible designated groups that are under-represented within the public service.

“Agreement” means this Establishment Agreement, including Schedules and Appendices;

“Akaitcho Process” means the negotiations currently underway between Canada, the Government of the Northwest Territories, the Yellowknives Dene First Nation, Deninu K’ue First Nation, and the Łutsël K’e Dene First Nation pursuant to a Framework Agreement concluded July 25, 2000;

“Artisanal” means the non-industrialized, labor-intensive extraction or use of surface and subsurface resources that utilizes local skills and knowledge to produce value-added products for individual sale, domestic use, or community purposes;

“Business Incentive Policy” means the policy of the Government of the Northwest Territories, as amended from time to time, that gives preference on government procurement to businesses that are owned and operated within the Northwest Territories;

“Business Licence” means a licence issued solely for the purpose of carrying out business activities within Thaidene Nënë and includes a tourism operator licence issued under the laws of the Northwest Territories;

“Chief” means the elected chief of the Łutsël K’e Dene First Nation;

“Denesłine Yati” means the indigenous language of the Łutsël K’e Denesłine, which is a distinct dialect of Chipewyan, part of the Athabaskan language group;

“Denesłine Way of Life” means the evolving linkage and ongoing relationship between Łutsël K’e Denesłine and Thaidene Nënë;

“Ecological Integrity” means, with respect to Thaidene Nënë, the condition that is determined to be characteristic of Thaidene Nënë and likely to persist, including abiotic components and the composition and abundance of native species and biological communities, rates of change and supporting processes;

“Effective Date” means the latter of the dates that the Agreement is signed by both of the Parties;

“Establishment Date” means the date on which Thaidene Nënë becomes a Territorial Protected Area under Territorial Legislation;

“Extractive Use” means any process that involves the extraction or use of surface or subsurface resources occurring within or flowing through Thaidene Nënë, including timber and non-timber forest resources, minerals, energy, and water, but does not include the extraction or use of resources required for the operation and management of Thaidene Nënë;

“Heritage Resource” means an object, record, or site of archaeological, historical, or cultural significance;

“Issue Assessment” means a written assessment of an Issue submitted by one Party to the other;

“Land and Resources Agreement” means a finalized modern day agreement negotiated between the Łutsël K’e Dene First Nation, the Government of the Northwest Territories and Canada that is intended to be a treaty or land claim agreement within the meaning of s.35 of the *Constitution Act, 1982*, including any final agreement achieved under the Akaitcho Process;

“Łutsël K’e Dene First Nation” means the governing body of the Łutsël K’e Denesłine;

“Łutsël K’e Denesłine” means a member of the Łutsël K’e Dene First Nation, or a person eligible for membership;

“Łutsël K’e Denesłine Business” means a business that is owned or controlled by a Łutsël K’e Denesłine or the Łutsël K’e Dene First Nation and is included on the list of Łutsël K’e Denesłine Businesses maintained by the Łutsël K’e Dene First Nation;

“Łutsël K’e Denesłine Knowledge” means the values, practices and knowledge of the Łutsël K’e Denesłine, as passed down through the generations;

“Management Plan” means the management plan developed under 4.6 and Appendix A.2 of this Agreement;

“Minister” means the person holding the office of Minister responsible for the administration of the Territorial Legislation;

“National Park Reserve” means the Thaidene Nënë National Park Reserve of Canada;

“Parties” means the Łutsël K’e Dene First Nation and the Government of the Northwest Territories and, when context requires, “Party” means one of them;

“Regional Recruitment Program” means the program of the Government of the Northwest Territories intended to increase regional recruitment and retention by providing a link between vacant regional positions and northern residents seeking employment through providing participants with developmental plans and on-the-job training to gain valuable paid experience before taking on an indeterminate position with the Government of the Northwest Territories.

“Sacred Object” means a heritage object that is identified as having spiritual significance by Łutsël K’e Dene First Nation;

“Sacred Place” means a heritage site that is identified as a place of spiritual significance by Łutsël K’e Dene First Nation;

“Territorial Legislation” means an enactment of the legislature of Northwest Territories;

“Thaidene Nënë” means the area set out on the map in Appendix J designated under Territorial Legislation;

“Thaídëne Nene xá dá yáłtı” means the body created pursuant to Part 4;

“Thaidene Nënë Orientation” means as described in Appendix D.2.4;

“Thaidene Nënë Regional Management Body” means the body created pursuant to Part 4 and the Thaidene Nënë Regional Management Body Terms of Reference;

“Thaidene Nënë Regional Management Body Terms of Reference” means the terms of reference set out in Appendix K;

“Trust” means the Thaidene Nënë Trust;

“Visitor” means any person present within Thaidene Nënë other than a person who has Aboriginal or treaty rights therein or a person who resides within or immediately adjacent to Thaidene Nënë.

2. GENERAL PROVISIONS

- 2.1.1. This Agreement comes into effect on the Effective Date.
- 2.1.2. The final boundary for Thaidene Nënë is as described in Appendix J and forms part of this Agreement.
- 2.1.3. Nothing in this Agreement limits the lawful jurisdiction, authority or obligations of either Party, except as expressly set out herein. All reasonable efforts must have been made to reach consensus through the process set out in 5.4.
- 2.1.4. This Agreement is a legally binding contract and is not intended to be a treaty or land claim agreement within the meaning of section 35 of the *Constitution Act, 1982*.
- 2.1.5. This Agreement will be interpreted and applied in a manner consistent with the recognition and affirmation of existing Aboriginal and treaty rights in section 35 of the *Constitution Act, 1982*, including any rights and benefits accorded to the Łutsël K'e Dene First Nation, under any Land and Resources Agreement.
- 2.1.6. If under a Lands and Resources Agreement lands are identified within Thaidene Nënë as Aboriginal title lands, the Government of Northwest Territories will agree to the recognition or designation of such lands, which will be removed from Thaidene Nënë.
- 2.1.7. If lands with Thaidene Nënë are otherwise recognized as Aboriginal title lands by a court of competent jurisdiction, such lands will be removed from Thaidene Nënë.
- 2.1.8. The Parties may agree to vary a procedural requirement, including timelines.
- 2.1.9. Nothing in this Agreement prevents the Parties from having full and free access to all parts of Thaidene Nënë to carry out their duties.
- 2.1.10. This Agreement is governed by and is to be construed in accordance with the laws of the Northwest Territories and the laws of Canada applicable therein.

2.1.11. The Parties will take all steps that are necessary to give full effect to the provisions of this Agreement.

2.1.12. Time is of the essence in this Agreement.

3. OBJECTIVES

3.1. Relationship of the Parties

3.1.1. The Parties intend to cooperate in the planning, management, operation, monitoring and evaluation of Thaidene Nënë, and share resources to ensure that the Ecological Integrity of Thaidene Nënë and the Denesøłine Way of Life will be maintained and promoted for the use, benefit, education and enjoyment of future generations.

3.2. Working Together

3.2.1. To further their shared responsibilities and mutual objectives, the Parties will work to ensure their engagement is cooperative, participatory, respectful, proactive, accountable and transparent.

3.2.2. In order to develop a collaborative working relationship, the Parties intend that conflict will be avoided or if not, will be resolved in an expeditious, cost-effective and non-adversarial manner.

3.3. The Denesøłine Way of Life

3.3.1. The Parties acknowledge the importance of the Denesøłine Way of Life and Łutsël K'e Denesøłine Knowledge, and are committed to incorporating these concepts and practices into the planning, management, operation, monitoring and evaluation of Thaidene Nënë.

3.3.2. The Parties share the following mutual objectives in respect of Denesøłine Way of Life in Thaidene Nënë:

- (a) Denesøłine Way of Life will be maintained and fostered;
- (b) Denesøłine Yati use will be provided for;
- (c) the history and culture of Thaidene Nënë will be shared with others;

- (d) Heritage Resources, Sacred Places and Sacred Objects identified by the Łutsël K'e Dene First Nation will be protected and managed in a manner that maintains Denesøłine Way of Life and incorporates Łutsël K'e Denesøłine Knowledge; and,
- (e) to respect Łutsël K'e Denesøłine Knowledge and knowledge holders by considering and making reasonable efforts to incorporate relevant and accessible Łutsël K'e Denesøłine Knowledge in exercising powers, making decisions and developing interpretation and promotional materials for Thaidene Nënë.

3.4 Training and Employment

3.4.1 The Parties intend that:

- a) awareness of Thaidene Nënë employment opportunities and the associated competencies will be fostered among the Łutsël K'e Denesøłine;
- b) Łutsël K'e Denesøłine will have the capacity to secure and retain employment at all levels of the management and operation of Thaidene Nënë; and
- c) training of Łutsël K'e Denesøłine for Thaidene Nënë employment will be an ongoing and continuous commitment.

3.5 Infrastructure

3.5.1 The Parties will work to ensure that the infrastructure necessary to support the operation of Thaidene Nënë is aesthetically-pleasing, environmentally-friendly, culturally-relevant and multi-functional.

3.6 Visitors

3.6.1 The Parties intend that opportunities for Visitor experience will:

- (a) be compatible with maintaining Ecological Integrity and The Denesøłine Way of Life; and
- (b) be aimed at appreciating and understanding the relationship between the Łutsël K'e Denesøłine and Thaidene Nënë.

3.7 Contracting and Licensing

- 3.7.1 The Parties will procure goods and services from Łutsël K'e Denesłline and Łutsël K'e Denesłline Businesses to the maximum extent possible in accordance with the legislation and policies of the respective Parties.
- 3.7.2 The Parties will allocate Business Licences primarily related to Thaidene Nënë to Łutsël K'e Denesłline and Łutsël K'e Denesłline Businesses to the maximum extent possible in accordance with the legislation and policies of the respective Parties.

4. MANAGEMENT

4.1. Responsibilities of the Parties

- 4.1.1. The Parties will establish a Thaidëne Nene xá dá yáłtı and participate in the Thaidene Nënë Regional Management Body in accordance with the Thaidene Nënë Regional Management Body Terms of Reference attached as Appendix K.
- 4.1.2. The Parties will make decisions in accordance with this Agreement, the Thaidene Nënë Regional Management Body Terms of Reference and the Management Plan.
- 4.1.3. The Parties will refer the following proposals, activities or developments to the Thaidëne Nene xá dá yáłtı for consideration and decision:
- (a) completing baseline and ongoing assessments of the state of Thaidene Nënë including Ecological Integrity and The Denesłline Way of Life;
 - (b) developing and approving guidelines, protocols and measures for the care, protection and enjoyment of Thaidene Nënë;
 - (c) developing and approving guidelines, protocols and proposals for research and monitoring;
 - (d) approving materials and initiatives intended to promote Thaidene Nënë or inform Thaidene Nënë users;
 - (e) developing and approving policies for the issuance of permits, licences and other authorizations for access to and use of Thaidene Nënë,

- (f) proposals to use or occupy land, for a Business Licence, or any authorization under Territorial Legislation issued by the Government of the Northwest Territories;
 - (g) approval or disapproval of the construction, use or maintenance of an Access Corridor;
 - (h) determining the purpose, design, location and other requirements for infrastructure within Thaidene Nënë; and
 - (i) determining priorities for expenditures within Thaidene Nënë.
- 4.1.4. The Parties may agree to additional proposals, activities or developments that will be referred to the Thaidene Nene xá dá yáłtı for consideration and decision.
- 4.1.5. The Parties shall meet at least biannually to determine whether to agree that any additional proposals, activities or developments must be referred to the Thaidene Nene xá dá yáłtı for consideration and decision.
- 4.1.6. Operational responsibilities for firefighting within Thaidene Nënë are the sole responsibility of the Government of Northwest Territories.
- 4.1.7. The Parties shall emphasize in all information made available to applicants for authorizations related to Thaidene Nënë that in the case of any proposed development that requires a right to occupy and one or more other authorizations, the applicant should first apply for the right to occupy.
- 4.1.8. The Thaidene Nene xá dá yáłtı will provide its decision within 30 days upon receipt of any referral under 4.1.3(f).
- 4.1.9. The Thaidene Nene xá dá yáłtı will provide the Parties with written reasons for a decision under 4.1.3 or 4.1.4:
- (a) where the Thaidene Nene xá dá yáłtı has made a decision that an authorization should not be issued under 4.1.3(f), in which case written reasons shall also be provided to the applicant by the Government of the Northwest Territories; or
 - (b) within 30 days of a request for written reasons by either Party in any other instance.

- 4.1.10. Decisions of the Thaíðëne Nene xá dá yáłtı under 4.1.3 or 4.1.4 are referrals to the Parties for their consideration.
- 4.1.11. The Parties will implement a decision of the Thaíðëne Nene xá dá yáłtı if there are no objections by either Party.
- 4.1.12. The Parties will collaborate to the greatest extent reasonably possible in carrying out the decisions of the Thaíðëne Nene xá dá yáłtı and implementing elements of the Management Plan by discussing operational matters, assigning responsibilities for actions and coordinating activities and initiatives.
- 4.1.13. The Parties will share with each other and the Thaíðëne Nene xá dá yáłtı on an ongoing basis all information, studies and other documents that pertain to the planning, management, operation, monitoring and evaluation of Thaidene Nënë.
- 4.1.14. The Parties may seek advice from the Thaíðëne Nene xá dá yáłtı concerning the carrying out of a decision referred to in this Part or the implementation of the Management Plan.
- 4.1.15. If a Party objects to a decision of the Thaíðëne Nene xá dá yáłtı, it will, within 45 days of receipt of the Thaíðëne Nene xá dá yáłtı's written reasons under 4.1.9, provide a written response to the Thaíðëne Nene xá dá yáłtı outlining the reasons for the objection.
- 4.1.16. Once a written response under 4.1.15 has been received, the Thaíðëne Nene xá dá yáłtı may reconsider its decision, and provide a final decision to the Parties in writing within 30 days.
- 4.1.17. If a Party continues to object to the decision of the Thaíðëne Nene xá dá yáłtı, it will immediately engage the provisions of the process set out in 5.4 to attempt to resolve the matter.
- 4.1.18. Nothing in this Agreement prevents either Party, acting reasonably, from taking appropriate action in the event of an emergency. Any Party taking an emergency action will inform the Thaíðëne Nene xá dá yáłtı and the other Party of the action taken and the rationale as soon as practicable.
- 4.1.19. The Thaíðëne Nene xá dá yáłtı may participate to the extent that any other person may in any Mackenzie Valley Resource Management Act or Waters Act regulatory process that may affect Thaidene Nënë.

4.2. Thaíðëne Nene xá dá yáłtı Processes

- 4.2.1. The Thaíðëne Nene xá dá yáłtı will make all decisions by consensus.
- 4.2.2. The Thaíðëne Nene xá dá yáłtı will determine its own operating procedures and rules for the performance of its functions, including consensus and how to resolve any impasse.
- 4.2.3. The Thaíðëne Nene xá dá yáłtı may allow for participation of advisors that have been identified by the Parties.
- 4.2.4. Each Party will designate a senior representative responsible for day-to-day operations of Thaidene Nënë to attend meetings of the Thaíðëne Nene xá dá yáłtı. These senior representatives will have the right to express views on all Thaíðëne Nene xá dá yáłtı decisions, but are not members of the Thaíðëne Nene xá dá yáłtı and are not required to achieve a consensus of the Thaíðëne Nene xá dá yáłtı. The Thaíðëne Nene xá dá yáłtı may decide to exclude the senior representatives from *in camera* meetings.
- 4.2.5. The Parties will provide for independent facilitation for the Thaíðëne Nene xá dá yáłtı for a period of three (3) years from the Effective Date. After seeking the view of the Thaíðëne Nene xá dá yáłtı, the Parties will agree on the appointment of the facilitator during this period. Prior to the end of the period, the Parties will review the need for independent facilitation, and may agree to provide independent facilitation for a further period of time.
- 4.2.6. The cost for independent facilitation of and, if required, interpretation at Thaíðëne Nene xá dá yáłtı meetings shall be borne as follows:
 - (a) by Łutsël K'e Dene First Nation and the Government of the Northwest Territories equally in the case of any Thaíðëne Nene xá dá yáłtı meeting held under 4.2.10 or in conjunction with other meetings of the management board for the National Park Reserve; or
 - (b) by the Government of the Northwest Territories in any other instance.
- 4.2.7. Independent facilitation roles under 4.2.5 will include:
 - (a) developing meeting agendas and preparing meeting materials;
 - (b) reporting on meeting outcomes; and

- (c) facilitating consensus-making discussions.
- 4.2.8 The Parties and the Thaíðëne Nene xá dá yáłtı will seek to manage Thaidene Nënë in a manner that is consistent with the management of the National Park Reserve while respecting the differences between the National Park Reserve and Thaidene Nënë.
- 4.2.9 Any facilitator appointed under 4.2.5 will be the same as those appointed for the National Park Reserve.
- 4.2.10 The Thaíðëne Nene xá dá yáłtı will meet with the management board established for the National Park Reserve at least once per year, and more often as the management boards may agree.
- 4.2.11 The Government of the Northwest Territories shall bear the Thaíðëne Nene xá dá yáłtı participation costs of its appointees and of its senior representative noted in 4.2.4.
- 4.2.12 The Thaíðëne Nene xá dá yáłtı participation costs of Łutsël K'e Dene First Nation appointees and of its senior representative noted in 4.2.4 shall be borne as follows:
- (a) by Łutsël K'e Dene First Nation in the case of any Thaíðëne Nene xá dá yáłtı meeting held under 4.2.10 or in conjunction with other meetings of the management board for the National Park Reserve; or
 - (b) by the Government of the Northwest Territories in any other instance.

4.3. Composition of the Thaíðëne Nene xá dá yáłtı

- 4.3.1. The Parties will each appoint an equal number of members to the Thaíðëne Nene xá dá yáłtı, and will jointly appoint an additional member.
- 4.3.2. A quorum of the Thaíðëne Nene xá dá yáłtı will be a majority of the members.
- 4.3.3. When the Thaíðëne Nene xá dá yáłtı is first constituted, each Party will appoint one member for four years and any other of its members for two years. The jointly appointed member will be appointed for a term of four years. Following that the initial appointments, all further appointments to the Thaíðëne Nene xá dá yáłtı will be for four years.

- 4.3.4. If a member of the Thaíðëne Nene xá dá yáłtı leaves, or is removed before their term expires, a replacement will be appointed for the remainder of that member's term by the Party that made the original appointment, or in the case of the jointly appointed member, by both Parties.
- 4.3.5. Except in the circumstances set out in 4.3.4, no replacement or substitute members may be appointed to the Thaíðëne Nene xá dá yáłtı.
- 4.3.6. Either Party may reappoint a member whose term has expired.
- 4.3.7. Either Party may remove any of their appointed members at any time, or in the case of the jointly appointed member, they may be removed by both Parties.
- 4.3.8. A member of the Thaíðëne Nene xá dá yáłtı is not a representative of the Party appointing the member. The Thaíðëne Nene xá dá yáłtı is to maintain an independent and objective perspective on all matters within its mandate.
- 4.3.9 In appointing members to the Thaíðëne Nene xá dá yáłtı, the Parties will ensure that the membership of the Thaíðëne Nene xá dá yáłtı have:
- a. knowledge or experience that will assist the Management Body in fulfilling its purposes, including:
 - i. Park and protected area management;
 - ii. Indigenous land use, knowledge and cultural interpretation;
 - iii. Sustainable tourism and visitor experience;
 - iv. Environmental planning and protection.
 - b. knowledge or experience of NWT Indigenous communities; and
 - c. knowledge of the area, lands and environment of Thaidene Nënë.

4.4. Orientation of the Thaíðëne Nene xá dá yáłtı

- 4.4.1. The Parties will promptly provide for initial orientation of new members on their appointment to the Thaíðëne Nene xá dá yáłtı.
- 4.4.2. Orientation under 4.4.1 will provide an opportunity to familiarize new members of the Thaíðëne Nene xá dá yáłtı with the context for planning, management, operation, and monitoring of Thaidene Nënë. The orientation will be planned by the Parties in consultation with the members of the Thaíðëne Nene xá dá yáłtı.

4.5. Thaidene Nene xá dá yáłtı Workplan and Budget

- 4.5.1. The Government of Northwest Territories will provide funding for the Thaidene Nene xá dá yáłtı in accordance with a workplan and budget approved by the Parties. Funding provisions for the baseline core functions of the Thaidene Nene xá dá yáłtı are described in Appendix A.3.1.
- 4.5.2. Workplans and budgets will be reviewed and approved by the Parties according to the process outlined in Appendix A.1.

4.6. Development and Approval of the Management Plan

- 4.6.1 Using the process outlined in Appendix A.2, a Management Plan will be developed by the Thaidene Nene xá dá yáłtı and approved by the Parties within five (5) years of the Effective Date.
- 4.6.2. The Management Plan for Thaidene Néné will include a long-term ecological vision, a set of Ecological Integrity and The Denesøłine Way of Life objectives, and indicators and provisions for resource protection and restoration, zoning, Visitor use, public awareness and performance evaluation of the Management Plan.

4.7. Participation in Thaidene Néné Regional Management Body Processes

The Parties and the Thaidene Nene xá dá yáłtı will participate in the Thaidene Néné Regional Management Body process described in the Thaidene Néné Regional Management Body Terms of Reference attached as Appendix K, and will vary the processes and timelines set out in this Agreement as may be required to do so.

5. FIXING IT TOGETHER

5.1. Application of Conflict Resolution Processes

- 5.1.1. Any question or disagreement arising between the Parties concerning the interpretation or scope of the Agreement, or any alleged or anticipated breach of the Agreement will be considered a “Dispute” between the Parties and will be addressed in accordance with the provisions in 5.3.

5.1.2. Any disagreement between the Parties on a topic pertaining to Thaidene Nënë upon which consensus has not been reached between the Parties that is not a Dispute, will be considered an “Issue” and will be addressed in accordance with the provisions in 5.4.

5.2. General

5.2.1. A disagreement about a proposed amendment to this Agreement is not subject to Part 5.

5.2.2. Except as otherwise provided, the Parties may agree to vary a procedural requirement, including timelines, contained in Part 5.

5.2.3. The Parties may at any time resolve a Dispute or Issue by mutual agreement. Such agreement will be recorded in writing and signed by each Party. The signed agreement will terminate any conflict resolution process that is underway.

5.2.4. All information exchanged by the Parties under the Dispute resolution process provided for in 5.3, which is not otherwise discoverable, will be regarded as “without prejudice” communications for the purposes of conflict resolution negotiations and must be treated as confidential by the Parties, unless otherwise required by law.

5.2.5. The Parties may be represented by legal counsel for the purposes of Part 5.

5.3. Dispute Resolution Process

5.3.1. Notice and Negotiations

(a) In the event that a Dispute arises between the Parties, either Party may, within fifteen (15) days of the Dispute arising, give written notice to the other Party, describing the details of the Dispute and any requested or proposed remedy or resolution.

(b) Within thirty (30) days of the giving of notice under 5.3.1(a), the Parties will meet to attempt in good faith to negotiate a resolution of the Dispute, and either Party may, if they deem it appropriate, seek the views of the Thaidene Nene xá dá yáłtı concerning the Dispute.

(c) If the Dispute has not been resolved thirty (30) days from the date of the first meeting between the Parties, or from such other time as the Parties may determine, either Party may refer the matter to mediation to attempt resolution of the Dispute.

5.3.2. Mediation

- (a) The Parties will agree on the appointment of a mediator for the Dispute.
- (b) If the Parties are unable to agree to a mediator within fifteen (15) days of the referral of the Dispute to mediation, the mediator will be selected by the ADR Institute of Canada or a similar body agreeable to the Parties from a list comprised of at most two candidates put forward by each Party.
- (c) The place of mediation will be the Northwest Territories.
- (d) Unless otherwise agreed by the Parties, the mediation will be concluded within fifteen working (15) days from its commencement.
- (e) Any agreement reached through mediation will be recorded in writing and signed by each Party.
- (f) In the event that no agreement is reached, or an agreement is reached on some matters only, the mediator will provide a report to the Parties stating that no agreement was reached on some, or all, of the disagreement.
- (g) Unless otherwise agreed, the Parties will each bear their own costs and pay equally all other costs of the mediation.

5.3.3. Arbitration

- (a) Disputes between the Parties which have not been resolved through mediation under 5.3.2 may be referred to arbitration under this Part by either Party.
- (b) The Parties will agree on the appointment of a single arbitrator for the Dispute.
- (c) If the Parties are unable to agree to an arbitrator within fifteen (15) days of the conclusion of mediation under 5.3.2, the arbitrator will be selected by a superior court of competent jurisdiction from a list comprised of at most two candidates put forward by each Party.

- (d) Unless otherwise agreed, the arbitration will be conducted in accordance with the *Arbitration Act*. S.N.W.T. 1988, c.A-5.
- (e) The place of arbitration will be the Northwest Territories.
- (f) No arbitrator may consider or rule on the validity of the Agreement or alter, amend, delete, add to or substitute any provision of the Agreement in any manner.
- (g) The arbitrator will have no authority to make any order which has the effect of limiting the lawful jurisdiction, authority or obligations of either Party.
- (h) A decision or order of an arbitrator will be final and binding on the Parties and such decision or order may be registered and enforced in the same manner as a judgment or order of the Supreme Court of the Northwest Territories.
- (i) Unless the arbitrator decides otherwise, the Parties will each bear their own costs and pay equally all other costs of the arbitration.

5.4. Issue Resolution Process

5.4.1. Issue Assessment

- (a) A Party can initiate the Issue resolution process by submission of an Issue Assessment.
- (b) The Issue Assessment will describe the Issue, what the interests of the Party bringing the Issue forward for resolution are, the nature of any disagreements which have arisen or may arise and any proposed options for resolution of the Issue.
- (c) Within thirty (30) days of receipt of the Issue Assessment, the other Party will provide a response addressing the Issue described in the Issue Assessment.
- (d) The Parties will meet to formally consider the Issue within thirty (30) days of receiving a response under (c), or in any event no later than sixty (60) days after the Issue Assessment was first provided.

5.4.2. Issue Resolution

- (a) In the event the Parties are unable to resolve an Issue after considering and discussing the Issue Assessment and response under 5.4.1(d), the Parties will initiate one or more of the following processes within 15 days:
 - i. refer the Issue to a working group composed of members of the Thaíðene Nene xá dá yáłtı and representatives of the Parties; or
 - ii. commission third-party studies, evaluations or similar projects to provide the Parties with information, analysis or advice on how to resolve the Issue.
- (b) The deliberations of the Parties on any Issue referred to a process under (a) will be deferred until such a time as a formal report is provided as an outcome of that process.
- (c) Issues deferred under (b) will not affect the obligation of the Parties to deliberate in good faith and to strive to achieve consensus decisions on other matters.
- (d) A formal report from a process initiated under (a) will be provided to both Parties within 90 days of the commencement of the process or as otherwise specified by the Parties.
- (e) Within thirty (30) days of receipt of the formal report, each Party will provide a response to the formal report to the other Party.
- (f) The Parties will meet to formally consider the Issue within thirty (30) days of receiving a response under (e), or in any event no later than sixty (60) days after a formal report was first provided under (d).
- (g) In the event of a clear and final disagreement of the Parties on an Issue, related decisions and any actions arising will be held in abeyance and may be referred in writing within 30 days to the Chief and to the Minister to attempt to reach agreement on the Issue in good faith. The Parties may request the assistance of an agreed upon neutral third party in attempting to reach agreement.

6. MONITORING, REVIEW AND AMENDMENT

6.1. Monitoring

6.1.1. The Parties will, unless the Parties agree otherwise, meet annually with the Thaidene Nene xá dá yáłtı to discuss whether the objectives set out in this Agreement are being achieved.

6.2. Review of the Agreement

6.2.1. Within four (4) years of the Effective Date and subsequently at five (5) year intervals, the Thaidene Nene xá dá yáłtı will complete a review and provide a report to the Parties, prior to the review under 6.2.2, as to whether the objectives and commitments of this Agreement are being achieved.

6.2.2. Unless the Parties agree otherwise, within a year of receiving the report under 6.2.1, and after considering any Management Plan review under Appendix A.2.8, the Parties will either:

- (a) contract for and complete an independent evaluation, or
- (b) complete a joint review to determine whether the objectives and commitments of this Agreement are being achieved.

6.2.3. Recommendations pursuant to the review conducted under 6.2.2 will be addressed to both Parties, and may include proposed amendments to the Management Plan or this Agreement.

6.2.4. The Government of the Northwest Territories will provide for the cost of any evaluations or reviews under 6.2.1 and 6.2.2.

6.2.5. Within ninety (90) days of the coming into force of any Land and Resources Agreement or any judicial declaration affecting Thaidene Néné, the Parties will complete a joint review of that agreement or declaration to ensure that this Agreement is consistent with the Land and Resources Agreement or judicial declaration.

6.3. Amendment

6.3.1. This Agreement can be amended or terminated only with the written consent of both Parties.

- 6.3.2. After completing a joint review under 6.2.5 the Parties will amend this Agreement as necessary to ensure compliance with any Land and Resources Agreement.
- 6.3.3. Within ninety (90) days of completing an independent evaluation or joint review under 6.2.2, the Parties will consider matters raised and may amend the Agreement.

7. ACCESS CORRIDORS AND EXTRACTIVE USES

7.1. Access Corridors

- 7.1.1. The Parties will not approve the construction, use or maintenance of any Access Corridors within Thaidene Nënë except in accordance with this Part.
- 7.1.2. The Parties will keep each other informed of any proposals for Access Corridors that may impact Thaidene Nënë. On request, each Party will provide the other Party and the Thaídëne Nene xá dá yáłtı with all information that it possesses and is not otherwise prohibited from disclosing concerning a proposed Access Corridor.
- 7.1.3. Prior to any proposed construction, use or maintenance of an Access Corridor, each Party will consult the other Party and then refer the matter to the Thaídëne Nene xá dá yáłtı for a decision.
- 7.1.4. For any proposed construction, use or maintenance of an Access Corridor, the criteria that the Thaídëne Nene xá dá yáłtı shall consider in making its decision are:
 - (a) there is no alternate route of comparable cost effectiveness and technical feasibility that would avoid Thaidene Nënë; and
 - (b) the proposed development activities within the Access Corridor minimize to the extent reasonably practicable the impacts on the Ecological Integrity and the Denesõline Way of Life of Thaidene Nënë.
- 7.1.5. No Party will approve the proposed construction, use or maintenance of an Access Corridor within Thaidene Nënë unless that proposal has been:
 - (a) assessed under any applicable preliminary screening, environmental assessment or environmental impact review;

- (b) determined to not be likely to have any significant adverse impact on the environment or can be made subject to the imposition of such measures as are necessary to prevent any significant adverse impact to the environment; and
 - (c) approved by the Thaídëne Nene xá dá yáłtı pursuant to 7.1.3.
- 7.1.6. Any Party may refer a Dispute or Issue concerning the approval or disapproval of the construction, use or maintenance of an Access Corridor for resolution under Part 5.

7.2. Extractive Uses

- 7.2.1. The Parties will not approve Extractive Uses except in accordance with this Part.
- 7.2.2. Subject to the Management Plan and obtaining any required authorization and in accordance with laws of general application, Extractive Uses for personal use and the cutting of firewood for use by residents of Łutsël K'e, commercial lodges and tourism operators within Thaidene Nënë are allowed and do not normally require referral to the Thaídëne Nene xá dá yáłtı for a decision.
- 7.2.3. The following proposed Extractive Uses shall be referred to the Thaídëne Nene xá dá yáłtı for a decision:
- (a) except as provided in 7.2.2, Extractive Uses necessary for the community purposes of Łutsël K'e; and
 - (b) Artisanal Extractive Uses of biotic and abiotic resources by individuals.
- 7.2.4. Except as provided in 7.2.2 and 7.2.3, all other Extractive Uses are prohibited in Thaidene Nënë and cannot be referred to the Thaídëne Nene xá dá yáłtı for a decision.
- 7.2.5. Prior to referring a proposed Extractive Use under 7.2.3 to the Thaídëne Nene xá dá yáłtı, each Party will consult the other Party.
- 7.2.6. Any Party may refer a Dispute or Issue concerning the approval of a proposed Extractive Use for resolution under Part 5.

8. VISITOR ACTIVITIES

8.1 Permitted Activities

8.1.1 Subject to the Management Plan and 7.2, and obtaining any required authorization and in accordance with laws of general application, Visitors will be permitted to engage in certain activities in Thaidene Nënë listed in Appendix E.3. The list of activities in Appendix E.3 is not all-inclusive, and may be modified by mutual agreement of the Parties.

9. PROTOCOLS

9.1 Implementation Plan

9.1.1 Within six (6) months of the Effective Date, the Parties will conclude an Implementation Plan for this Agreement.

9.1.2 The Implementation Plan will:

- (a) identify the activities to be undertaken to fulfil the obligations set out in the Agreement;
- (b) identify who is responsible to carry out the activities;
- (c) identify how the activities will be carried out;
- (d) identify the resources required to carry out the activities;
- (e) establish a process for the periodic review and amendment of the Implementation Plan; and
- (f) address other matters agreed to by the Parties.

9.1.3 The Parties may seek advice from the Thaidene Nene xá dá yáłtı to assist them in developing the Implementation Plan.

9.2 Enforcement Response

9.2.1 Within 12 months of the Effective Date, the Parties will jointly develop an enforcement response protocol consisting of mutually agreed upon procedures and practices. This protocol will be followed prior to any intervention by a peace officer relating to any activity engaged in by Łutsël K'e Denesõłine in situations where there is any doubt as to whether the activity is being carried out pursuant to an Aboriginal or treaty right.

9.3 Łutsël K'e Denesøline Knowledge

- 9.3.1 The activities under Appendix D will be subject to conditions for the documentation, use, maintenance, protection, storage, duplication, dissemination and transfer of Łutsël K'e Denesøline Knowledge that is relevant to Thaidene Nënë, including:
- (a) traditional beliefs and values;
 - (b) oral histories, including family histories as well as legends and myths;
 - (c) Sacred Places;
 - (d) Sacred Objects;
 - (e) place names; and
 - (f) ethno-biology.
- 9.3.2 All Łutsël K'e Denesøline Knowledge shared with the Government of the Northwest Territories, in whatever form, is and remains the sole property of the Łutsël K'e Dene First Nation. No storage, dissemination, or other use of the Łutsël K'e Denesøline Knowledge is permitted, except as provided herein.
- 9.3.3 The Government of the Northwest Territories is given a limited licence to use, maintain, store, duplicate, and utilize Łutsël K'e Denesøline Knowledge shared with it by Łutsël K'e Dene First Nation for the exclusive purpose of maintaining the continuity of Thaidene Nënë management and operational activities. Should the Government of the Northwest Territories wish to use Łutsël K'e Denesøline Knowledge for projects beyond the scope of Thaidene Nënë management and operations, prior written permission must be obtained from the Łutsël K'e Dene First Nation.
- 9.3.4 The Government of the Northwest Territories acknowledges that Łutsël K'e Denesøline Knowledge is scientific or technical information that has been supplied to the Government of the Northwest Territories by Łutsël K'e Dene First Nation in confidence and under the terms of the limited licence. The Government of the Northwest Territories agrees to treat the Łutsël K'e Denesøline Knowledge in a confidential manner in accordance with the terms of the limited licence, and may otherwise only disseminate Łutsël K'e Denesøline Knowledge with the written consent of the Łutsël K'e Dene First Nation.

- 9.3.5 The Parties may specify resources necessary for the gathering, documentation and presentation of Łutsël K'e Denesøłine Knowledge relevant to Thaidene Nënë, as well as the contribution of each Party. Łutsël K'e Dene First Nation contributions may include documented Łutsël K'e Denesøłine Knowledge.
- 9.3.6 Łutsël K'e Denesøłine Knowledge will inform the decisions of the Thaidëne Nene xá dá yáłtı and the development and delivery of interpretive and promotional materials about Thaidene Nënë.

10. INTERPRETATION OF AGREEMENT

- 10.1.1 If there is any inconsistency or conflict between this Agreement and a policy of the Government of the Northwest Territories that in any way affects Thaidene Nënë or its operations, including a policy referred to in this Agreement, this Agreement prevails to the extent of the inconsistency or conflict.
- 10.1.2 Financial commitments by the Government of the Northwest Territories in this Agreement are subject to the appropriation of funds by the Legislative Assembly.
- 10.1.3 Financial commitments by Łutsël K'e Dene First Nation in this Agreement are subject to funds being available from the Trust.
- 10.1.4 If any provision of this Agreement is declared invalid or unenforceable under any applicable law by a court of competent jurisdiction, that provision is deemed to be severed from this Agreement and the remainder of this Agreement continues in full force and effect.
- 10.1.5 If a provision of this Agreement is severed from the remainder of this Agreement pursuant to 10.1.4, the Parties will make best efforts to negotiate a replacement for that provision consistent with the spirit and intent of this Agreement.
- 10.1.6 This Agreement enures to the benefit of and binds each Party and its successors and assigns.
- 10.1.7 The several Parts of this Agreement, including schedules and appendices, will be read together and interpreted as one Agreement.

- 10.1.8 The Preamble is intended to assist in the construction and interpretation of this Agreement.
- 10.1.9 The division of this Agreement into Parts and sections and the insertion of captions and headings are intended solely for the convenience of the reader and will not affect the interpretation of this Agreement.
- 10.1.10 In this Agreement, words importing the singular include the plural and words importing the plural include the singular.
- 10.1.11 There will be Denesqłine Yati, English and French versions of this Agreement. The English version is the authoritative version.
- 10.1.12 In the event that either of the Parties is delayed or hindered in or prevented from the performance of its obligations under this Agreement by reason of an event beyond its reasonable control, including strikes, inability to procure materials or services, civil commotion, sabotage or an act of God, the obligations that are not fulfilled as a direct result of such delay or hindrance does not constitute a default under this Agreement during the period of such delay or hindrance.
- 10.1.13 All notices and other communications required or permitted to be given in this Agreement will, unless otherwise provided for in this Agreement or by mutual consent of the Parties, be given in writing and delivered by mail, fax, courier or electronic mail to the following individuals and addresses:

For the Government of the Northwest Territories:

Manager, Conservation Planning and Implementation
Environment and Natural Resources
P.O. Box 1320
Yellowknife, NT X1A 2L9

For Łutsël K'e Dene First Nation:

Chief
Łutsël K'e Dene First Nation
Box 28
Łutsël K'e, NT X0E 1A0

Thaidene Nene Manager (or equivalent)
Łutsël K'e Dene First Nation
Box 28
Łutsël K'e, NT X0E 1A0

Such individuals and addresses for notice may be revised by either Party from time to time by notice delivered to the other Party as provided above.

11. TRANSITIONAL

- 11.1 Chapters 4 and 7 of this Agreement shall not apply until given effect through comprehensive regulations, which shall occur no later than eighteen months after the Effective Date. Upon all of the Agreement, other than this chapter, being given effect through comprehensive regulations, 11.4 to 11.8 shall not apply.
- 11.2 The Establishment Date shall be no later than August 30, 2019.
- 11.3 Within eighteen months of the establishment of Thaidene Nënë, the Government of the Northwest Territories will establish a conservation area under the *Wildlife Act* on the lands within *Land Withdrawal Order (Thaidene Nënë (East Arm of Great Slave Lake) Proposed Conservation Area) R-022-2019*. The conservation area will be consistent with all commitments previously made by the Government of the Northwest Territories. *Land Withdrawal Order (Thaidene Nënë (East Arm of Great Slave Lake) Proposed Conservation Area) R-022-2019* will remain in effect until creation of the conservation area.
- 11.4 Thaidene Nene xá dá yáłtı and the Thaidene Nënë Regional Management Body shall be informally created within ninety days of the Effective Date.
- 11.5 The Government of the Northwest Territories shall seek the agreement of Łutsël K'e Dene First Nation prior to issuing any permit under 11.6.
- 11.6 A permit must be obtained, to be issued for a term of no more than twelve months under the *Protected Areas Act*, to engage in the following activities in Thaidene Nënë:
- (a) extractive uses necessary for the community purposes of Łutsël K'e; and
 - (b) artisanal uses by individuals.
- 11.7 The approval of transportation and transmission corridors is prohibited in Thaidene Nënë.

- 11.8 Permanent structures are prohibited in Thaidene Nënë.
- 11.9 For greater certainty, a use or activity prohibited within Thaidene Nënë under the *Protected Areas Act* or regulations thereunder does not affect the exercise of an Aboriginal or treaty right in respect of that use or activity, and a person who has an Aboriginal or treaty right within Thaidene Nënë does not require a permit to exercise that right in Thaidene Nënë and is not required to pay a fee to do so.

Confidential and Without Prejudice

Thaidene Néné Establishment Agreement - LKDFN and GNWT

August 21, 2019

THIS ESTABLISHMENT AGREEMENT FOR

THAIDENE NENE INDIGENOUS PROTECTED AREA, TERRITORIAL PROTECTED AREA, AND WILDLIFE CONSERVATION AREA

SIGNED IN LUTSEL K'E, NWT, THIS 21st DAY OF August, 2019 BY:

For Łutsël K'e Dene First Nation as represented by the Chief, Łutsël K'e Dene First Nation:



Chief
Łutsël K'e Dene First Nation



Witness

For the Government of the Northwest Territories as represented by the Minister of Environment and Natural Resources:



Minister of the Environment and Natural Resources



Witness

A APPENDIX A - MANAGEMENT

A.1 Thaídëne Nene xá dá yáŋtı Workplan and Budget

- A.1.1 The Thaídëne Nene xá dá yáŋtı will prepare a draft workplan and budget for review by the Parties on an annual basis, no later than December 15 of each calendar year, or on such other periodic basis as the Parties may prescribe.
- A.1.2 Within forty-five (45) days of receipt of a draft workplan and budget from the Thaídëne Nene xá dá yáŋtı, the Parties will consult each other and either approve the draft workplan and budget and fund the budget in accordance with their respective responsibilities under this Agreement, or request revisions from the Thaídëne Nene xá dá yáŋtı.
- A.1.3 On receipt of a request for revisions under Appendix A.1.2, the Thaídëne Nene xá dá yáŋtı will prepare and submit a revised draft workplan and budget within thirty (30) days to the Parties. The Parties will consult each other and may approve the revised draft workplan and budget.
- A.1.4 In the event that the Parties are not able to approve the revised draft workplan and budget within fifteen (15) days of receipt under Appendix A.1.3, the Thaídëne Nene xá dá yáŋtı will set its priorities as outlined in the Management Plan and operate in accordance with the baseline expenditures in Appendix A.3.1 until such time as the Parties reach agreement on a final workplan and budget.

A.2 Oversight of the Management Planning Process

- A.2.1 The Thaídëne Nene xá dá yáŋtı will develop a draft Management Plan in consultation with the Parties.
- A.2.2 The Thaídëne Nene xá dá yáŋtı will, with the assistance of the Parties, seek the views of relevant public bodies, third parties and the public on the draft Management Plan.
- A.2.3 After providing reasonable opportunity to relevant public bodies, third parties and the public in accordance with Appendix A.2.2, the final draft Management Plan will be submitted by the Thaídëne Nene xá dá yáŋtı to the Parties for consideration.
- A.2.4 Within sixty (60) days of receipt of the final draft Management Plan under Appendix A.2.3, each Party will give notice to the other and the Thaídëne Nene xá dá yáŋtı that it will either:
- (a) approve the final draft Management Plan; or

(b) propose modifications to the final draft Management Plan.

A.2.5 A Party proposing modification of the final draft Management Plan under Appendix A.2.4 (a) will provide written reasons to the other Party and the Thaidëne Nene xá dá yáłtı for the proposed modifications. The Party will then consult the other Party on the proposed modifications.

A.2.6 The final draft Management Plan approved by both Parties will be brought into effect as the Management Plan for Thaidene Nënë.

A.2.7 In the event that the Parties are not able to approve the modification of the final draft Management Plan within sixty (60) days of receipt of written reasons under Appendix A.2.5, any outstanding Issues will be referred to the Issue resolution process under 5.4.

A.2.8 The Thaidëne Nene xá dá yáłtı will undertake a review of the Management Plan within nine (9) years from the date it is approved and brought into effect by the Parties under Appendix A.2.6. The review will be coordinated with the timing of the review of the Agreement under 6.2.1, such that no review of the Management Plan by the Thaidëne Nene xá dá yáłtı will be ongoing upon the review process under 6.2.1 commencing.

A.2.9 A Management Plan may be amended, approved or continued by the Parties in accordance with the process set out in Appendices A.2.1 – 7.

A.3 Baseline Thaidëne Nene xá dá yáłtı Expenditures

A.3.1 In the event that the Parties are not able to approve the revised draft workplan and budget under Appendix A.1, the Government of the Northwest Territories will provide funding for the following core functions of the Thaidëne Nene xá dá yáłtı:

- (a) Honoraria and travel costs (e.g. airfare, mileage, accommodation, per diems, incidentals) of Łutsël K'e Dene First Nation Thaidëne Nene xá dá yáłtı appointees to participate in meetings under 4.2.12(b);
- (b) Interpretation/translation services for meetings, as required;
- (c) Meeting space and administrative support (e.g. meeting package development, minute-taking, travel arrangements, etc.); and
- (d) Any independent board facilitator (e.g. fees, travel costs) appointed by the Parties as set out in 4.2.6.

B APPENDIX B – INFRASTRUCTURE

B.1 Infrastructure

B.1.1 Infrastructure necessary to support the operation of Thaidene Nënë will be located in Łutsël K'e and may be located throughout Thaidene Nënë.

B.1.2 Infrastructure necessary to support the operation of Thaidene Nënë will include, but is not limited to:

- (a) Visitor reception, interpretation and orientation centre;
- (b) Administration offices;
- (c) Operational storage of historical and cultural information and objects for ongoing interpretation, research and monitoring; and
- (d) Patrol and monitoring cabins.

C APPENDIX C - TRAINING AND EMPLOYMENT

This appendix sets out the steps that will be taken to achieve the objectives in 3.4.1.

C.1 Awareness

C.1.1 The Parties will collaborate to foster awareness of Thaidene Nënë employment opportunities among Łutsël K'e Denesłine through the following activities:

- a) Yearly Thaidene Nënë employment and career pathing event in Łutsël K'e; and
- b) Yearly youth camp in Thaidene Nënë.

C.2 Recruitment and Hiring

C.2.1 The Parties will seek the advice of the Thaídëne Nene xá dá yáłtı on the recruitment and hiring of all Thaidene Nënë staff including:

- (a) methods of advertising; and
- (b) selection criteria based on the job descriptions.

C.2.2 The Government of the Northwest Territories will, in addition to its core competencies, consider and incorporate the following competencies into decisions concerning the recruiting and hiring of Thaidene Nënë employees:

- (a) knowledge of Łutsël K'e Denesłine culture;
- (b) familiarity with Denesłine Yati;
- (c) knowledge of Thaidene Nënë and competency in travelling and using the land; and
- (d) awareness of local communities.

C.2.3 The Government of the Northwest Territories will invite the Thaídëne Nene xá dá yáłtı to appoint an advisor to each selection committee responsible for hiring Government of the Northwest Territories Thaidene Nënë employees. If the Thaídëne Nene xá dá yáłtı does not appoint a member to be an advisor within a reasonable timeframe set by the Government of the Northwest Territories or if the member appointed to be an advisor is not available upon

reasonable notice for any of the activities of the selection committee set out below, the selection committee can proceed in the absence of that person.

The advisor will participate in the following activities of the selection committee:

- (a) preparing interview questions;
- (b) conducting hiring interviews; and
- (c) making selection recommendations.

C.2.4 The Government of the Northwest Territories will, in the evaluation of Łutsël K'e Denesøline applicants for employment, consider equivalent prior experience and informal training as per the approved selection criteria.

C.2.5 The Affirmative Action Policy as modified from time to time and any successor program will apply to hiring for all positions.

C.2.6 Geographic eligibility criteria may be set by the Government of the Northwest Territories for certain positions based in Łutsël K'e that are primarily associated with Thaidene Nënë.

C.2.7 The Regional Recruitment Program as modified from time to time and any successor program will apply.

C.2.8 Any future programs of the Government of the Northwest Territories intended to facilitate Indigenous persons obtaining employment with the Government of the Northwest Territories will apply to Łutsël K'e Denesøline for positions primarily associated with Thaidene Nënë.

C.3. Thaidene Nënë Employment Positions

C.3.1 Staff with primary responsibility for Thaidene Nënë will be based in Łutsël K'e and may be stationed elsewhere in Thaidene Nënë.

C.3.2 On the Effective Date, the Government of the Northwest Territories will commence the human resource process for the recruitment and staffing of employment positions set out in the Human Resources Organizational Chart attached as Appendix I.

C.3.3 On the Effective Date, the Łutsël K'e Dene First Nation will commence the human resource process for the recruitment and staffing of the employment positions set out in the Human Resources Organizational Chart attached as Appendix I.

C.3.4 The Parties may adjust employment positions as set out in the Human Resources Organizational Charts attached as Appendix I according to organizational requirements.

C.4 Training During Employment

C.4.1 Subsequent to the hiring of a Łutsël K'e Denesøłine by the Government of the Northwest Territories, and to encourage the advancement of Łutsël K'e Denesøłine in positions as Thaidene Nënë staff, each manager will develop a learning plan with that employee and review it annually as part of the employee's performance review.

C.4.2 The learning plan referred to in Appendix C.4.1 will include, but not be limited to:

- (a) specific training required for the existing position;
- (b) the employee's short and long term career goals with the Government of the Northwest Territories and Thaidene Nënë; and
- (c) training and other opportunities to assist the employee in achieving their career goals with the Government of the Northwest Territories and Thaidene Nënë.

C.4.3 The Government of the Northwest Territories will make training opportunities available to each Łutsël K'e Denesøłine employee, such as on-the-job training, off-site training, employment exchanges, continuing education or educational leave and assignment opportunities related to employment with the Government of the Northwest Territories and Thaidene Nënë.

C.4.4 Training options for a Łutsël K'e Denesøłine employee will be designed and discussed with the employee in order to reasonably accommodate the employee's needs as a Łutsël K'e Denesøłine, taking into account Łutsël K'e Denesøłine culture and lifestyle. Possible means to achieve this end include:

- (a) Providing instruction in Denesøłine Yati;

- (b) Providing mentoring programs; and
- (c) Providing training in Łutsël K'e or Yellowknife, where possible.

D APPENDIX D - THE DENESŪLINE WAY OF LIFE

This appendix sets out how the Parties are working together to achieve the objective of maintaining and fostering The DenesŪline Way of Life in 3.3.2(a).

D.1 DenesŪline Yati Usage

- D.1.1 This sub-appendix sets out how the Parties are working together to achieve the objective of providing for DenesŪline Yati use in 3.3.2(b).
- D.1.2 The Parties may provide any information about Thaidene Nēné in DenesŪline Yati.
- D.1.3 Information provided under Appendix D.1.2 may be provided in written or oral DenesŪline Yati, as determined by the Party providing the information, taking into account the circumstances in which the information will be used.
- D.1.4 The Thaidēne Nene xá dá yáłtı may conduct its business in DenesŪline Yati.
- D.1.5 The Parties will use DenesŪline Yati and English for place names, animals, plants and environmental processes in the management and operation of Thaidene Nēné.
- D.1.6 The Parties will develop and regularly update a glossary to facilitate the use of DenesŪline Yati names and concepts.
- D.1.7 The Parties will support efforts by their respective Thaidene Nēné staff to learn and use DenesŪline Yati.

D.2 Interpretation and Promotion of the DenesŪline Way of Life

- D.2.1 This sub-appendix sets out how the Parties are working together to achieve the objective of maintaining and fostering the DenesŪline Way of Life in 3.3.2(a) and sharing the history and culture of Thaidene Nēné with others in 3.3.2(c).
- D.2.2 Information and promotional materials about Thaidene Nēné will recognise the DenesŪline Way of Life as part of the living legacy of Thaidene Nēné.
- D.2.3 The Parties will collaborate in the interpretation and promotion of Thaidene Nēné. This will include, but will not be limited to:
 - (a) Joint participation in public events intended to promote Thaidene Nēné, including trade shows and conferences; and

- (b) Development and delivery of interpretive and communication materials intended to inform the public about Thaidene Nënë.

D.2.4 The Parties will develop and implement a Visitor guide and a Thaidene Nënë Orientation that includes information on:

- (a) Łutsël K'e Denesøline rights, history, aspirations and cultural practices;
- (b) The natural resources and Heritage Resources of Thaidene Nënë; and
- (c) Ecological Integrity and The Denesøline Way of Life.

D.3 Heritage Resources

D.3.1 This sub-appendix and sub-appendix D.4 set out how the Parties are working together to achieve the objective of protecting and managing Heritage Resources and Sacred Places identified by Łutsël K'e Dene First Nation in a manner that maintains The Denesøline Way of Life and incorporates Łutsël K'e Denesøline Knowledge set out in 3.3.2(d).

D.3.2 The Parties will develop and maintain an inventory of Heritage Resources found within Thaidene Nënë. The Parties will provide each other with an inventory of Thaidene Nënë Heritage Resources known to them.

D.3.3 The Thaidene Nene xá dá yáłtı will develop plans for the presentation and management of Heritage Resources, and incorporate such plans within the Management Plan.

D.4 Sacred Places

D.4.1 The Łutsël K'e Dene First Nation may disclose to the Thaidene Nene xá dá yáłtı the nature and location of Sacred Places appropriate for management planning. Any information disclosed regarding Sacred Places or Objects shall be governed by 9.3.

D.4.2 Sacred Places disclosed by the Łutsël K'e Dene First Nation under Appendix D.4.1 will be zoned in the Management Plan in a manner that is respectful of ongoing Łutsël K'e Denesøline use and Denesøline Knowledge.

D.4.3 The Thaidene Nene xá dá yáłtı will develop a specific site plan for each Sacred Place disclosed by the Łutsël K'e Dene First Nation under Appendix D.4.1 and incorporate it into the Management Plan. Information about the Sacred Place will be included within the Management Plan only to the extent permitted by 9.3.

D.4.4 All applications for research proposed to be carried out on any actual or suspected archaeological site under Territorial Legislation that is also an actual or suspected Sacred Place will be referred to the Thaídëne Nene xá dá yáłtı for a decision consistent with the Management Plan.

E APPENDIX E – VISITORS

E.1 Visitor Registration and Orientation

- E.1.1 Visitors will be required to complete the following steps before entering into Thaidene Nënë:
- (a) register either in person at a visitor reception and orientation centre, online, by phone, or by any other appropriate means;
 - (b) acquire any requisite licenses or permits;
 - (c) complete the Thaidene Nënë Orientation program; and
 - (d) complete a safety briefing.
- E.1.2 The Parties will ensure that Appendix E.1.1 (c) and (d) are tailored to the level of experience that the Visitor or group of Visitors has in Thaidene Nënë. Visitors with previous self-guided experience in Thaidene Nënë will only be required to complete Appendix E.1.1 (c) and (d) at most once per year.
- E.1.3 The Parties will share Visitor registration information on an annual basis, subject to any applicable privacy legislation of the Northwest Territories.
- E.1.4 The Parties will collaborate in the delivery of the Thaidene Nënë Orientation as described in Appendix D.2.4.
- E.1.5 The Government of Northwest Territories will ensure that Visitors are informed of visitor experience opportunities and of Łutsël K'e Denesłhine Businesses related to Thaidene Nënë.

E.2 Monitoring of Visitor Use and Experience

- E.2.1 The Parties will direct the development of an annual report on Visitor use and experience in Thaidene Nënë.
- E.2.2 The Parties will consider the report developed in Appendix E.2.1 and may request that the Thaidene Nene xá dá yáłtı propose revisions to the Management Plan in accordance with the process set out in Appendices A.2.1 – A.2.7.

E.3 Listing of Allowable Visitor Activities

The following is the list of activities as indicated in 8.1. This list is not all-inclusive and may be amended upon mutual agreement of the Parties.

1) Harvesting

- (a) hunting
- (b) sport fishing
- (c) berry picking and gathering other non-timber forest products
- (d) other uses as authorized under 7.2
- (e) Artisanal uses of biotic and abiotic resources

2) Boating

- (a) motorized boating
- (b) overnight boat mooring

3) Eco-tourism

- (a) cultural learning activities
- (b) wildlife viewing

4) Recreational activities on the land

- (a) hiking
- (b) camping
- (c) snowmobiling
- (d) dogsledding
- (e) snowshoeing
- (f) shore-lunches
- (g) building campfires
- (h) geocaching

(i) cross-country skiing

(j) harvesting firewood

5) Recreational activities on the water

(a) canoeing

(b) kayaking

(c) paddleboarding

(d) sailing

(e) diving

(f) kite skiing and kite surfing

(g) waterskiing

6) Other

(a) transport and use of firearms for authorized purposes

(b) aircraft operations

(c) commercial transportation for Visitors to and from and within Thaidene Nënë

F APPENDIX F - BUSINESS CONTRACTING

This appendix sets out the steps that will be taken by the Government of the Northwest Territories to achieve the objective in 3.7.1.

F.1. Business Incentive Policy

F.1.1 Procurements undertaken by the Government of the Northwest Territories primarily for Thaidene Nënë will be subject to the procurement policies of the Government of the Northwest Territories, including the Business Incentive Policy. When local content is assessed under the Business Incentive Policy for procurements undertaken by the Government of the Northwest Territories primarily for Thaidene Nënë, Łutsël K'e will be a local community to which local content applies.

G APPENDIX G – EXISTING TOURISM OPERATOR LICENCES

G.1 Policy on Tourism Operator Licencing

G.1.1 As of the Establishment Date, all existing tourism operator licences that apply within Thaidene Néné will remain valid for the duration of their terms provided that the tourism operator remains in good standing and is complying with all applicable terms and conditions of the licence.

G.1.2 All existing tourism operator licences under G.1.1 may be renewed, provided that the tourism operator:

- i) remains in good standing;
- ii) is in compliance with any policy developed under 4.1.2(e); and
- iii) is in conformity with the Management Plan.

H APPENDIX H – EXPENDITURE MODEL FOR THAIDENE NĚNĚ

H.1.1 As of the Establishment Date, the Government of the Northwest Territories will at minimum make annual expenditures for the management and operation of Thaidene NĚnĚ in accordance with Table 1. This includes commitments outlined in 4.2.12 (b) of this agreement.

H.1.2 Expenditures necessary to support the operation of Thaidene NĚnĚ will be done so in accordance with operational requirements and may be adjusted by the Parties as these operational requirements are determined.

	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10
ThaidĚne Nene x d ytti	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
O & M ¹	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165
Total	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290

¹ Some cost efficiencies for vehicles and equipment not related to the management and monitoring of Thaidene NĚnĚ may exist. These numbers incorporate on the anticipated portion of the GNWT's cost for the management and monitoring of Thaidene NĚnĚ.

I APPENDIX I – ORGANISATIONAL EMPLOYMENT STREAMS

I.1.1 Employment functions that will be utilized by Government of the Northwest Territories in the management and operation of Thaidene Nënë is included in Table 2. Initial employment opportunities will be limited to key positions and may increase as operational priorities are determined.

I.1.2 Position classification levels and full time equivalents will be determined in accordance with the expenditure model under Appendix H.

Function	Role and Tasks
Visitor experience	Focused on developing and delivering the visitor experience. <i>Tasks include:</i> register visitors, deliver visitor orientation, brochures and the Visitor Guide, develop visitor experiences, assist in the design of a youth camp, and respond to inquiries from the public.
Protected Area Technician	Supports the Thaidëne Nene xá dá yáłtı in their operations and delivers the day-to-day operations of the park. <i>Tasks include:</i> assist Thaidëne Nene xá dá yáłtı in developing guidelines and protocols, review permit applications, issue permits, deliver the annual employment/career pathing event, complete annual reporting, assist with Visitor Experience as needed.
Compliance and Enforcement	Conduct patrols in Thaidene Nënë, and respond to occurrences or conduct investigations as required.

² Each function refers to a theme of work, but are not necessarily equivalent to the duties for a specific position. The percentage of staff time (i.e. full-time or part-time) and number of positions is dependent on funding made available to GNWT through internal sources or the Government of Canada.

³ Some functions may already be in existence for the GNWT in the area, but GNWT will need to determine how new TDN responsibilities would need to be incorporated and staffed.

K APPENDIX K – REGIONAL MANAGEMENT BODY TERMS OF REFERENCE

Łutsël K'e Dene First Nation (LKDFN), Deninu K'ue First Nation (DKFN), Yellowknives Dene First Nation (YKDFN), Parks Canada and the Government of the Northwest Territories (GNWT) understand the need for collaboration, cooperation and respect in the management of Thaidene Nënë National Park Reserve (NPR) and Thaidene Nënë Territorial Protected Area (TPA); and,

Therefore, this Terms of Reference is included as an appendix to each agreement that provides for the establishment of the NPR and the TPA.

1. Purpose

- 1.1 The parties to this Terms of Reference intend to work cooperatively through the Thaidene Nënë Regional Management Body (RMB) on the matters set out in 2.2 for the NPR and the TPA for the use, benefit, education and enjoyment of current and future generations.

2. Mandate

- 2.1 The RMB will provide recommendations and advice on the matters set out in 2.2 for the NPR and the TPA.
- 2.2 The specific matters that the RMB will review and provide recommendations on, which are not mutually exclusive, consistent with the applicable sections from 4.8 to 4.23, are:
- (a) Draft management plans;
 - (b) Visitor access and activities;
 - (c) Cultural interpretation/protection of sites of cultural, spiritual, historic or archaeological significance;
 - (d) Allowable uses and any additional conditions for those uses that must be met (zoning);
 - (e) Transportation and transmission corridors in the TPA;
 - (f) The NPR and the TPA policies for research and monitoring, business licencing, including tourism operator licencing in the TPA, and policies for issuance of all authorizations issued by the GNWT or Parks Canada, and subsequent reviews;

- (g) Conservation economy matters; and
 - (h) Any other matter agreed to by at least three parties who appoint a member to the RMB.
- 2.3 The parties agree and acknowledge that this Terms of Reference and subsequent recommendations and advice are not meant to define, create, recognize, deny, limit, or amend any rights or obligations of the parties, or of any other Indigenous groups.

3. Composition and Term

Appointment of Members

- 3.1 LKDFN, DKFN and YKDFN shall each appoint one member to the RMB for both the NPR and the TPA, who will be a representative of the party who appointed them.
- 3.2 Each member shall be responsible for reporting to the party who appointed them.
- 3.3 LKDFN, DKFN and YKDFN Chiefs or their designates shall meet to discuss their proposed appointees with the aim of ensuring that the three appointees collectively have background and experience in the areas set out in 3.15. If these parties are unable to agree on the three appointees, each party shall appoint their member.
- 3.4 The GNWT shall appoint one member to the RMB for the TPA. This member may be present for discussion by the RMB of any matter regarding the NPR, but is not a member of the RMB for the purposes of the NPR and is not required to achieve consensus on any NPR matter. This appointee will be discussed with the other parties before he or she is appointed.
- 3.5 Parks Canada shall appoint one member to the RMB for the NPR. This member may be present for discussion by the RMB of any matter regarding the TPA, but is not a member of the RMB for the purposes of the TPA and is not required to achieve consensus on any TPA matter. This appointee will be discussed with the other parties before he or she is appointed.
- 3.6 The parties shall appoint an independent facilitator for a term of three years. The appointment shall be made by agreement of all parties.

- 3.7 The role of the independent facilitator is to:
- (a) facilitate consensus decision-making at RMB meetings;
 - (b) schedule meetings, develop meeting agendas and prepare meeting materials; and
 - (c) develop and distribute summary notes of each meeting to the members.
- 3.8 Upon resignation or removal of any member, the party who appointed that member shall appoint a new member without delay.
- 3.9 Each party may reappoint its member.
- 3.10 Each party may remove the member(s) it appointed at any time, but reasons must be provided to all other parties.

Length of term

- 3.11 All appointments shall be made for an initial term of three years.
- 3.12 The parties shall meet to discuss staggering the subsequent term of appointees. The term agreed upon by the parties for each member will then apply. If agreement cannot be reached, the subsequent term of each appointee will be three years. Thereafter, all appointments shall be made for a term of three years.
- 3.13 Upon expiration of the independent facilitator's term, the Parties will review whether this position remains necessary.
- 3.14 If the Parties agree that an independent facilitator is not necessary after the initial term, the GNWT and Canada will ensure that the functions of the facilitator in 3.7 (b) and (c) are otherwise provided for.

Qualifications of RMB Members

- 3.15 Each member of the RMB should have background or experience in one or more of the following areas:
- (a) Park and protected area management;
 - (b) Indigenous land use, knowledge and cultural interpretation;
 - (c) Sustainable tourism and visitor experience; or
 - (d) Environmental planning and protection

Quorum

- 3.16 A quorum is a majority of the members.
- 3.17 A member may attend any meeting of the RMB in person or via teleconference.
- 3.18 If agreed to by the RMB, representatives from LKDFN, DKFN and YKDFN and any staff of the GNWT and Parks Canada other than the member they appointed will be permitted to participate in or observe the discussion of one or more specific issues at a meeting.

4. Operation of the RMB

- 4.1 The RMB will develop recommendations in a cooperative and collaborative manner that considers the interests and perspectives of all members.
- 4.2 The RMB will make recommendations by consensus.
- 4.3 Where the RMB cannot reach consensus, it will report on the different perspectives on the matter, and why consensus could not be reached.
- 4.4 The RMB will provide its recommendation or report within 120 days of any matter being brought to its attention for a recommendation.
- 4.5 In conducting their duties, RMB members will:
 - (a) Participate in good faith;
 - (b) Make recommendations in the best interest of the NPR and the TPA;
 - (c) Commit to work towards consensus;
 - (d) Provide advice that considers the best available scientific and local Indigenous knowledge;
 - (e) Represent information, views and outcomes of discussions accurately and appropriately to external audiences; and
 - (f) Abide by the Code of Conduct that the RMB creates.

4.6 All matters provided to the RMB for its review and recommendation shall be in writing and the RMB shall provide written reasons for all recommendations it makes.

4.7 The RMB shall determine the date and location for every meeting it holds.

Management Planning

4.8 The applicable *Thaíðëne Nene xá dá yáłtı* created under the establishment agreement between LKDFN and Parks Canada for the NPR, and LKDFN and GNWT for the TPA shall prepare a draft of the management plan for the NPR in conjunction with LKDFN and Parks Canada, and for the TPA in conjunction with LKDFN and the GNWT, which shall then be provided to the RMB for its review and recommendations.

4.9 The RMB shall provide its recommendations to the OMB, LKDFN and Parks or GNWT, as the context requires, for their consideration in preparing the next version of the management plan.

4.10 4.8 and 4.9 shall be repeated until the OMB, LKDFN and Parks Canada or the GNWT, as the context requires, are of the view that a final draft has been prepared.

4.11 The RMB shall review the final draft of the Management Plan and provide its recommendations, if any, to the parties.

4.12 Within ten days of being provided with the RMB's recommendations on the final draft of the Management Plan, DKFN or YKDFN may pursue the process set out in the applicable agreement with the GNWT or Parks Canada, as the context requires, to discuss any issue of concern.

4.13 Upon conclusion of the process under 4.12 or no issue of concern arising under 4.12, LKDFN and Parks Canada or the GNWT, as the context requires, shall make their decision.

Policies initially reviewed by the OMB for the NPR or TPA

4.14 Except for policies set out in the management plans, all policies for the NPR or the TPA for research and monitoring, business licencing, including tourism operator licencing in the TPA, and all policies for authorizations issued by the GNWT or Parks Canada shall initially be reviewed by the *Thaíðëne Nene xá dá yáłtı* for the NPR or the TPA. The policy shall then be provided to the RMB by the applicable *Thaíðëne Nene xá dá yáłtı* with its recommendations for the RMB's review and recommendations.

- 4.15 The RMB shall provide its recommendations to the applicable Thaíðene Nene xá dá yáłtı, LKDFN and Parks Canada or the GNWT, as the context requires.
- 4.16 The applicable OMB shall then advise LKDFN and Parks Canada or the GNWT, as the context requires, whether it agrees with the recommendations provided by the RMB.
- 4.17 If the applicable Thaíðene Nene xá dá yáłtı agrees with the RMB's recommendations, those recommendations shall be provided to LKDFN and Parks Canada or the GNWT, as the context requires, for their decision.
- 4.18 If the applicable Thaíðene Nene xá dá yáłtı does not agree with one or more of the RMB's recommendations, that Thaíðene Nene xá dá yáłtı and RMB shall meet to try to resolve the issue(s).
- 4.19 If resolution cannot be achieved under 4.18, the applicable Thaíðene Nene xá dá yáłtı and RMB shall provide the parties with their respective final recommendations for the unresolved issue(s).
- 4.20 Within ten days of being informed of any issue under 4.19, DKFN or YKDFN may pursue the process set out in the applicable agreement with the GNWT or Parks Canada, as the context requires, to discuss the unresolved issue.
- 4.21 Upon receipt of recommendations under 4.17 or the 4.20 process concluding, LKDFN and Parks Canada or the GNWT, as the context requires, shall make a decision within 30 days or, if they disagree on the decision, pursue the issue resolution process under the applicable establishment agreement.

Policies and Matters initially reviewed by the RMB

- 4.22 Except for policies reviewed in accordance with 4.14, other policies and matters in 2.2 shall initially be reviewed by the RMB. The policy or matter shall then be provided to the applicable Thaíðene Nene xá dá yáłtı with the RMB's recommendations for that Thaíðene Nene xá dá yáłtı's review and recommendations.
- 4.23 The process set out in 4.16 to 4.21 shall then occur.

5. Funding

- 5.1 All reasonable costs associated with the RMB shall be borne by the GNWT for the TPA and by Parks Canada for the NPR.

5.2 An initial budget will be developed by all Parties to fund the work of the RMB.

6. Meetings

- 6.1 The RMB will meet at least twice a year and shall convene meetings as required to comply with 4.4.
- 6.2 Materials will be distributed to RMB members at least thirty (30) days in advance of the meeting where they will be discussed, or as otherwise agreed.
- 6.3 Summary notes of each meeting will be developed and distributed to RMB members and the responsible parties.
- 6.4 RMB members will have reasonable opportunity to review and comment on draft meeting notes prior to distribution of final meeting notes to all parties.
- 6.5 The RMB may determine its own rules of procedure for meetings, provided such rules are consistent with this Terms of Reference.